

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
CITY OF TEMPE

JPA-79-21

MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into pursuant to A.R.S. 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE," and the CITY OF TEMPE a municipal corporation, hereinafter called "CITY."

WHEREAS, the Director, Arizona Department of Transportation is empowered by A.R.S. 28-103 to enter into this Agreement, and has duly authorized the Assistant Director, Highways Division, to execute the same, said authorization being attached hereto and incorporated herein as Exhibit A;

WHEREAS, the CITY, acting by and through its duly elected governing body, has, pursuant to ~~XXXXXXXXXXXX~~,* by that certain resolution attached hereto and incorporated herein as Exhibit B, resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, it is to the mutual benefit of the STATE and the CITY to enter into an agreement specifying their respective construction and maintenance responsibilities concerning certain State highway routes which are encompassed within the CITY's system of streets and which form necessary and convenient links in the State Highway System, which streets and highways are more particularly set forth and delineated upon the map attached hereto and incorporated herein as Exhibit C.

NOW, THEREFORE, the parties hereto mutually agree to the following:

1. Except as otherwise expressly provided in this Agreement, the STATE shall be responsible for the following maintenance and construction of betterments on those highways and streets delineated on Exhibit C.

- a. Betterment or reconstruction of roadway, curbs, medians and channelization;
- b. Bridges and drainage; and
- c. Guardrails and fences; and

*Section 103, Tempe City Charter

NO. 5440	
FILED WITH SECRETARY OF STATE	
Date Filed	7-16-79
<i>Rose Hofford</i>	
Secretary of State	

- d. Transportation permits, such as overweight, overwidths and overheight as prescribed by law; and
- e. Resurfacing, resealing, construction and replacement of roadways; and
- f. Furnish and provide initial or original installation of all traffic control signs (except street name and parking signs), and initial or original lane, crosswalk and parking striping; electrical devices, including but not limited to traffic signals and intersection lighting, will be covered by separate agreement and will be governed by that agreement; and
- g. Furnish all paint and beads for striping, including 3M powder or equivalent product for fused striping of crosswalks.

2. Except as otherwise expressly provided in this Agreement, the CITY shall have responsibility for and provide:

- a. Routine maintenance (including sweeping, cleaning and minor repairs) of roadway surfaces, sidewalks, curbs, medians and catch basins; and
- b. Maintenance of median landscaping (including water); provided that landscape maintenance covered by separate agreement will be by that agreement; and
- c. Street lighting and street lighting maintenance. Street or boulevard lighting may be installed only after approval by State of Permit Form 22-5101. Street lighting will be installed consistent with good engineering practice so as not to interfere with or obstruct any signal or other traffic device. Maintenance consists of all repairs and replacement of equipment and includes energy changes; and
- d. Management of right-of-way encroachments according to the applicable statutes; issuing encroachment permits and notices of illegal encroachments as authorized or required by law. Copies of encroachment notices and permits, including sketches showing exact locations of encroachments will be forwarded to the STATE. Forms of encroachment notices

and permits will be furnished by the STATE, copies of which are attached and marked as Exhibits D and E; and

- e. Removal of sand, rock and other debris caused by slides or other unusual causes; and
- f. Striping and marking (after initial installation); and
- g. Street name signs.

3. Upon the annexation of any area by the City which is traversed by an STATE highway, that length of such highway which is within the annexation boundaries shall become subject to the terms of this Agreement, and the CITY shall furnish the STATE a revised map indicating the portion or portions of STATE's highway affected, which map shall be incorporated herein as an amendment to this Agreement.

4. Those certain regulations captioned "Authorized Position of Advertising Signs Along State Highway Right-of-Way" attached hereto and incorporated herein as Exhibit "E" shall be adhered to by the CITY except, however, that the CITY may enforce more restrictive regulations if authorized by law.

5. The CITY shall, by appropriate policies of insurance or through self-insurance programs, provide full liability and property damage coverage on all employees engaged in performing those duties herein agreed to be performed by the CITY. Any such coverage shall include misfeasance, nonfeasance and malfeasance. The CITY will maintain the insurance for the period of this Agreement.

6. The CITY shall set aside sufficient funds to cover cost of fulfilling its responsibilities set forth in this agreement.

7. As required by A.R.S. 28-641, the CITY shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways during all maintenance operations conducted by the CITY on State Highway right-of-way.

8. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

9. That this Agreement shall supersede all previous street maintenance agreements, except those agreements for traffic control devices, safety illumination and roadside development.

10. That all work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the STATE.

11. That this Agreement shall be filed with the Secretary of the State and shall become effective on the date of such filing.

12. Attached hereto are resolutions of the Department of Transportation (Exhibit A) and the City of Tempe (Exhibit B) authorizing both entities to enter into this Agreement; and a written determination by the City Attorney of Tempe (Exhibit F) that this agreement is in proper form and within the powers and authority granted to the CITY OF TEMPE under the laws of this State.

13. All parties are hereby put on notice that this contract (Agreement) is subject to cancellation by the Governor pursuant to Arizona Revised Statutes, Section 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement that day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

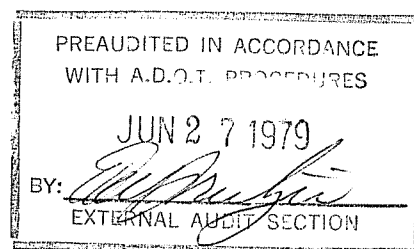
By: *[Signature]*
Title: Chief Deputy State Engineer

CITY OF TEMPE

By: *[Signature]*
Title: Mayor

WITNESS:

[Signature]





OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
~~XXXXXXXXXXXX~~
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 79-434 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20th day of June, 1979.

ROBERT K. CORBIN
Attorney General

Albert Morgan

ALBERT MORGAN
Assistant Attorney General

RESOLUTION

Be it resolved on this date, June 28, 1979, I, WILLIAM A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the CITY OF TEMPE, acting by and through its CITY COUNCIL, enter into the Intergovernmental Agency agreement for the purpose of entering in a maintenance agreement for certain highways which traverse the CITY OF TEMPE, and request the CITY to perform certain work and supply necessary materials required to maintain the specified highways in the manner specified in the attached agreement, and I hereby authorize the Assistant Director, Highways Division to execute said Agreement.


WILLIAM A. ORDWAY, Director
Department of Transportation

EXHIBIT "B"

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF TEMPE, MARICOPA COUNTY,
ARIZONA, AUTHORIZING EXECUTION OF
CERTAIN AGREEMENTS WITH THE ARIZONA
DEPARTMENT OF TRANSPORTATION.

BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF TEMPE, MARICOPA COUNTY,
ARIZONA, AS FOLLOWS:

That the Mayor of the City of Tempe is hereby authorized and
directed on behalf of the City of Tempe to execute a certain intergovern-
mental agreement between the State of Arizona and the City of Tempe
relating to Highway Maintenance, a true and correct copy of which
agreement is attached hereto and made a part hereof by reference.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY
OF TEMPE, STATE OF ARIZONA this 10th day of May, 1979.

Harry E. Mitchell
MAYOR

ATTEST:

Pauline A. Templeton
CITY CLERK

- * (3) Request to Authorize Abatement N-8531, Vacant Property Immediately East of 1009 W. Broadway Rd.
Vice-Mayor Hermon moved that the City Council authorize abatement of the vacant property immediately east of 1009 West Broadway Road in accordance with Chapter 20 of the Tempe City Code; Councilman Ream seconded; roll call vote 6-0.
- * (4) Authorization to Install Traffic Signals: a) Guadalupe Rd./Kyrene Rd.; b) Southern Ave./Roosevelt Dr.
Vice-Mayor Hermon moved that the City Council authorize the Public Works Director to install traffic signals at the above referenced locations; Councilman Ream seconded; roll call vote 6-0.
- * (5) Acceptance of Real Property
Vice-Mayor Hermon moved that the Council accept those parcels recorded from November 1973 through March 1979 and authorize the Mayor and City Clerk to sign the "Acceptance of Real Property" form; Councilman Ream seconded; roll call vote 6-0.
- * (6) Orig Liq Lic #16, Maximilian's Restaurant, Robert L. Healy, Agt., 825 S. 48th St.
Mayor Mitchell announced the public hearing. Vice-Mayor Hermon moved that all procedural requirements have been met, that the City Council approve this application contingent upon final building code, fire code and county health department inspection and forward it to the State Liquor Board for final determination; Councilman Ream seconded; roll call vote 6-0.
- (7) Authorization to Hire Appraiser for Salt River Outfall Channel, Phase II
Councilman Ream moved that the City Council authorize staff to hire Mr. Veldon Naylor for this project; Councilman Hatton seconded; roll call vote 6-0.
- | (8) ADOT Intergovernmental Agreements: a) Highway Maintenance; b) Signal Maintenance
Mr. Serenbetz spoke to this request. Councilman Ream moved that the Mayor be authorized to execute these agreements with the State; Councilman Phillips seconded; roll call vote 6-0.

I, Pauline S. Templeton, the duly appointed City Clerk of the City of Tempe, Maricopa County, Arizona, do hereby certify the above to be a true and exact excerpt of the Minutes of the Regular Council Meeting of May 10, 1979, of the City Council, Tempe, Arizona.

DATED:

May 18, 1979


Pauline S. Templeton
City Clerk

CITY OF TEMPE & STATE HIGHWAY DEPT
MAINTENANCE AGREEMENT

EXHIBIT "C"

PHOENIX - GLOBE HIGHWAY
WASHINGTON & VAN BUREN - TEMPE CANAL
U. S. HIGHWAY 60

AND

PHOENIX - CASA GRANDE HIGHWAY
48TH STREET - WARNER ROAD
INTERSTATE 10

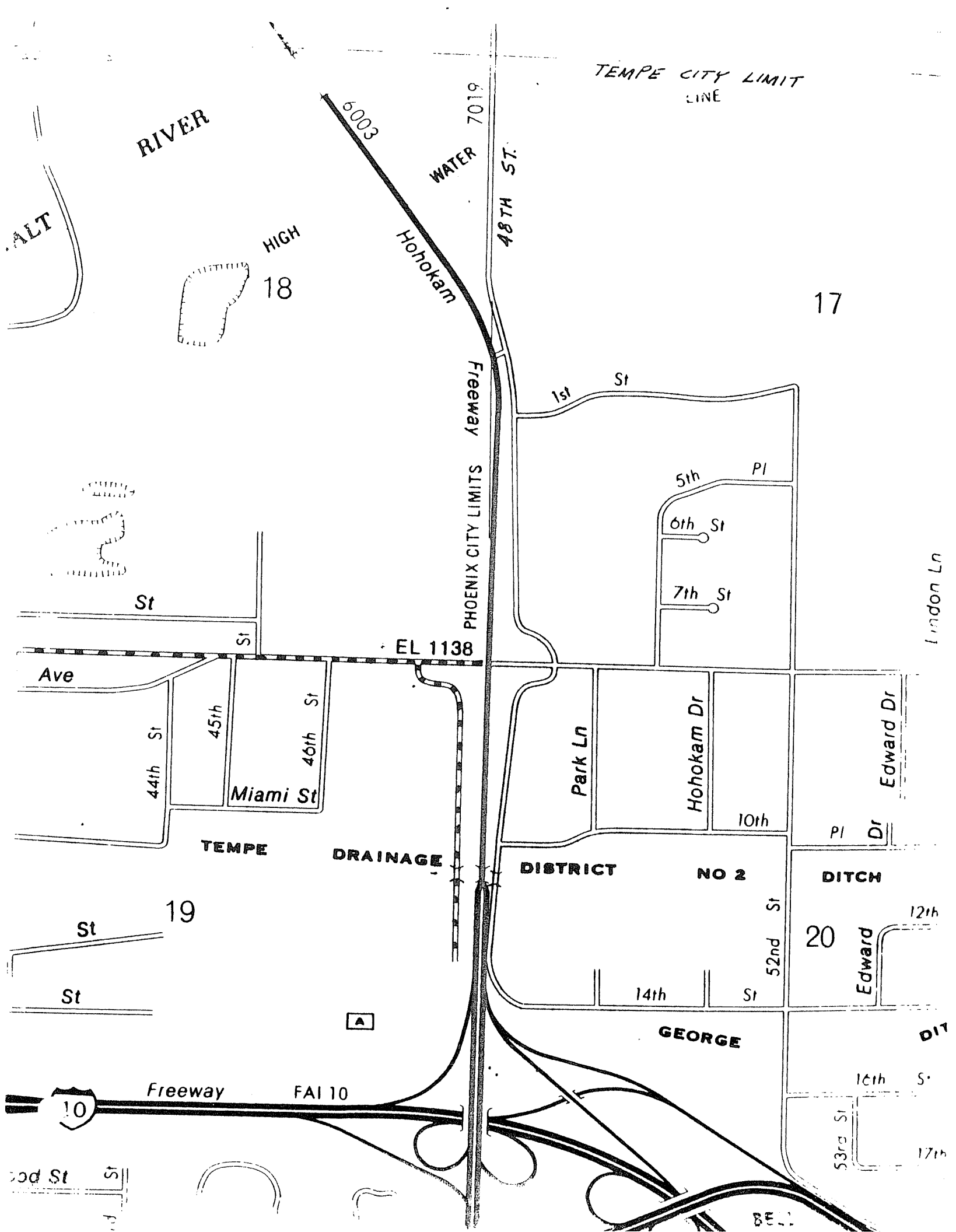
AND

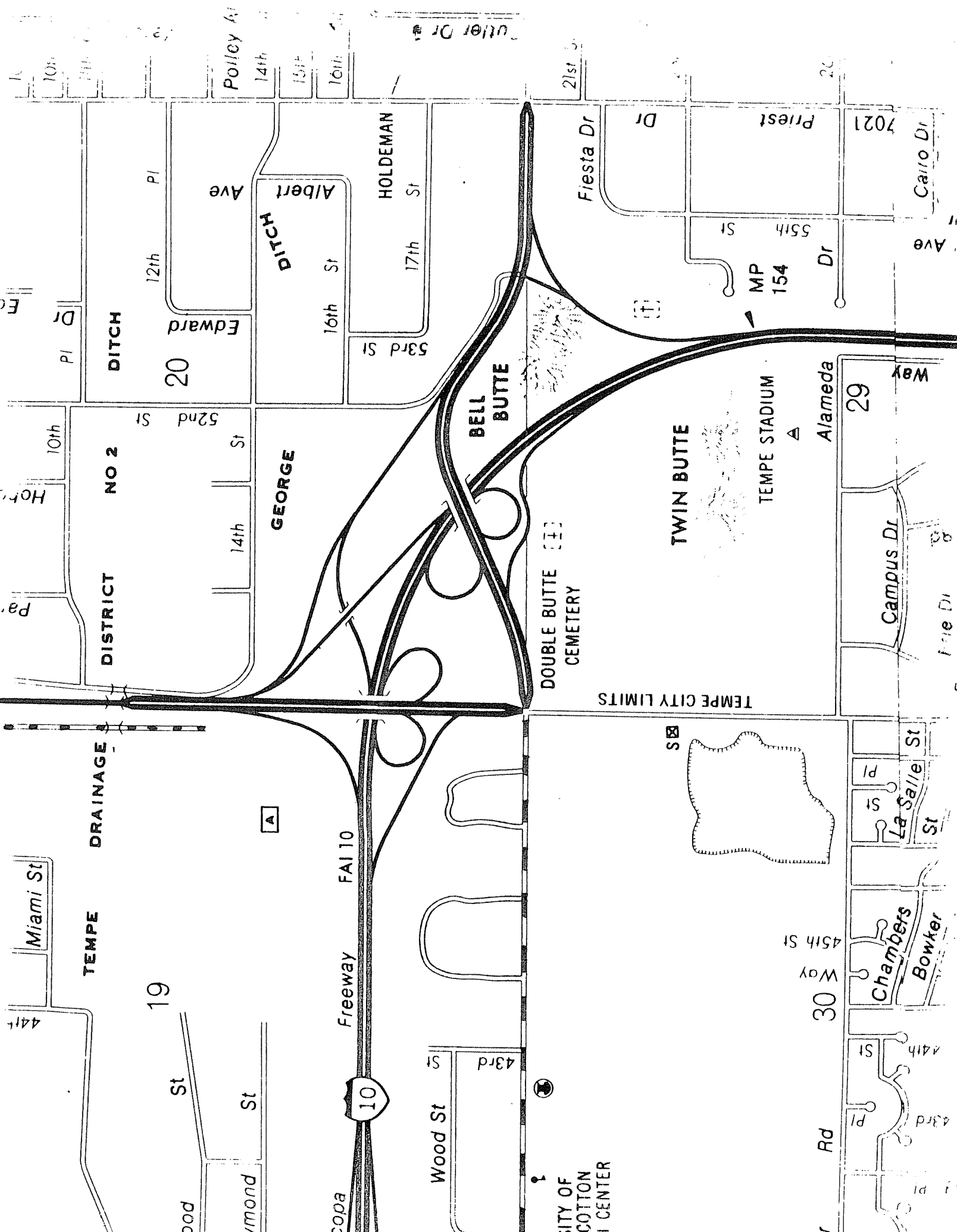
HOHOKAM EXPRESSWAY
BROADWAY ROAD - TEMPE CITY LIMIT
STATE ROUTE 143 (48TH ST)

████████████████████ Maintained by State Highway Dept.

===== Maintained by City Of Tempe

██████ ██████████ Maintained by Others





Map of Tempe, Arizona, showing streets, landmarks, and district boundaries.

Streets:

- Wood St
- 43rd St
- 44th St
- 45th St
- Chambers
- Bowker
- La Salle St
- Alameda Way
- 7021 Priest Dr
- 55th St
- MP 154
- Fiesta Dr
- 21st St
- 17th St
- 16th St
- 15th St
- 14th St
- 13th St
- 12th St
- 11th St
- 10th St
- 9th St
- 8th St
- 7th St
- 6th St
- 5th St
- 4th St
- 3rd St
- 2nd St
- 1st St
- 0th St

Landmarks:

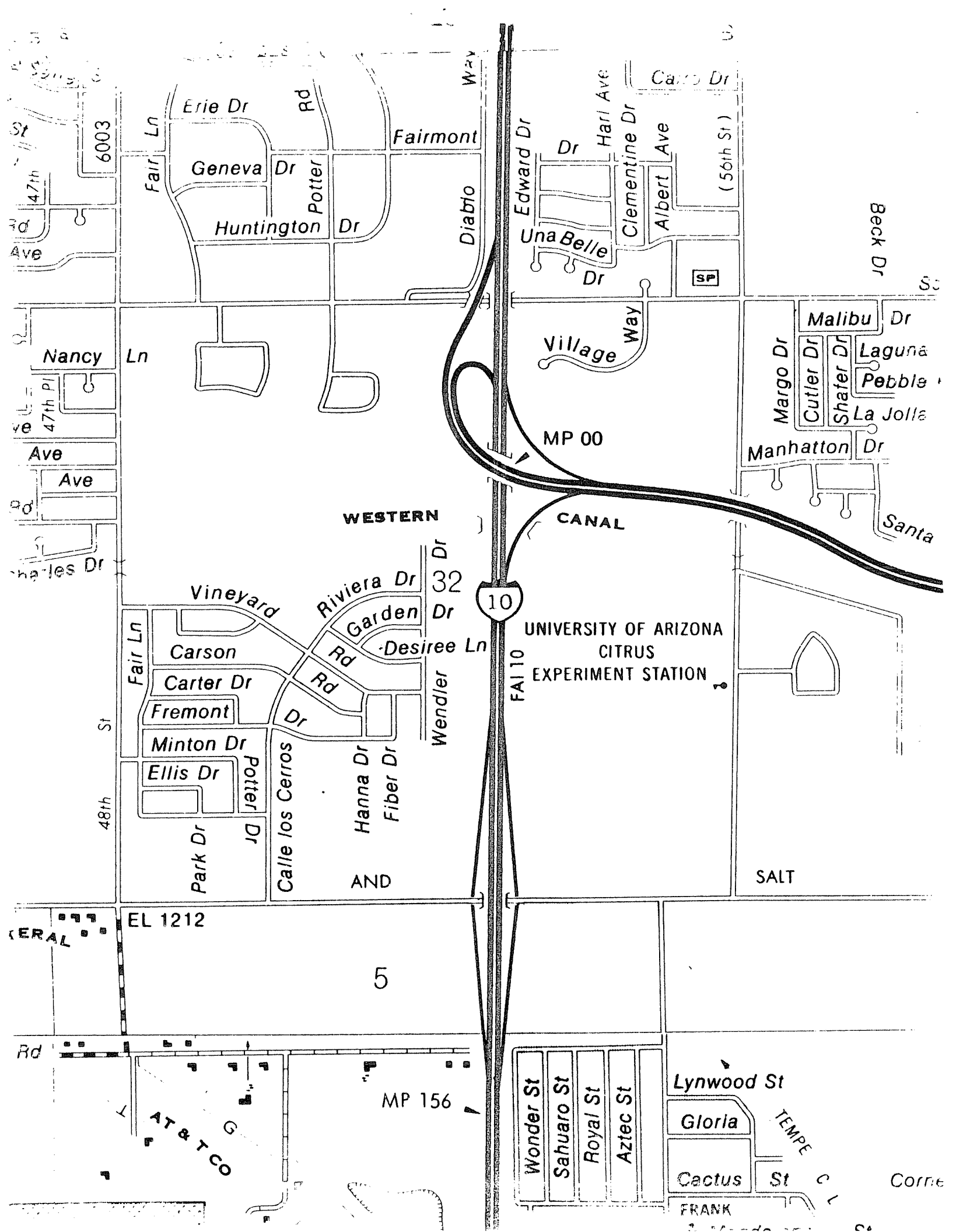
- UNIVERSITY OF ARIZONA COTTON RESEARCH CENTER
- DOUBLE BUTTE CEMETERY
- TWIN BUTTE
- BELL BUTTE
- TEMPE STADIUM
- ALAMEDA WAY
- 7021 PRIEST DR
- MP 154
- Fiesta Dr
- 21st St
- 17th St
- 16th St
- 15th St
- 14th St
- 13th St
- 12th St
- 11th St
- 10th St
- 9th St
- 8th St
- 7th St
- 6th St
- 5th St
- 4th St
- 3rd St
- 2nd St
- 1st St
- 0th St

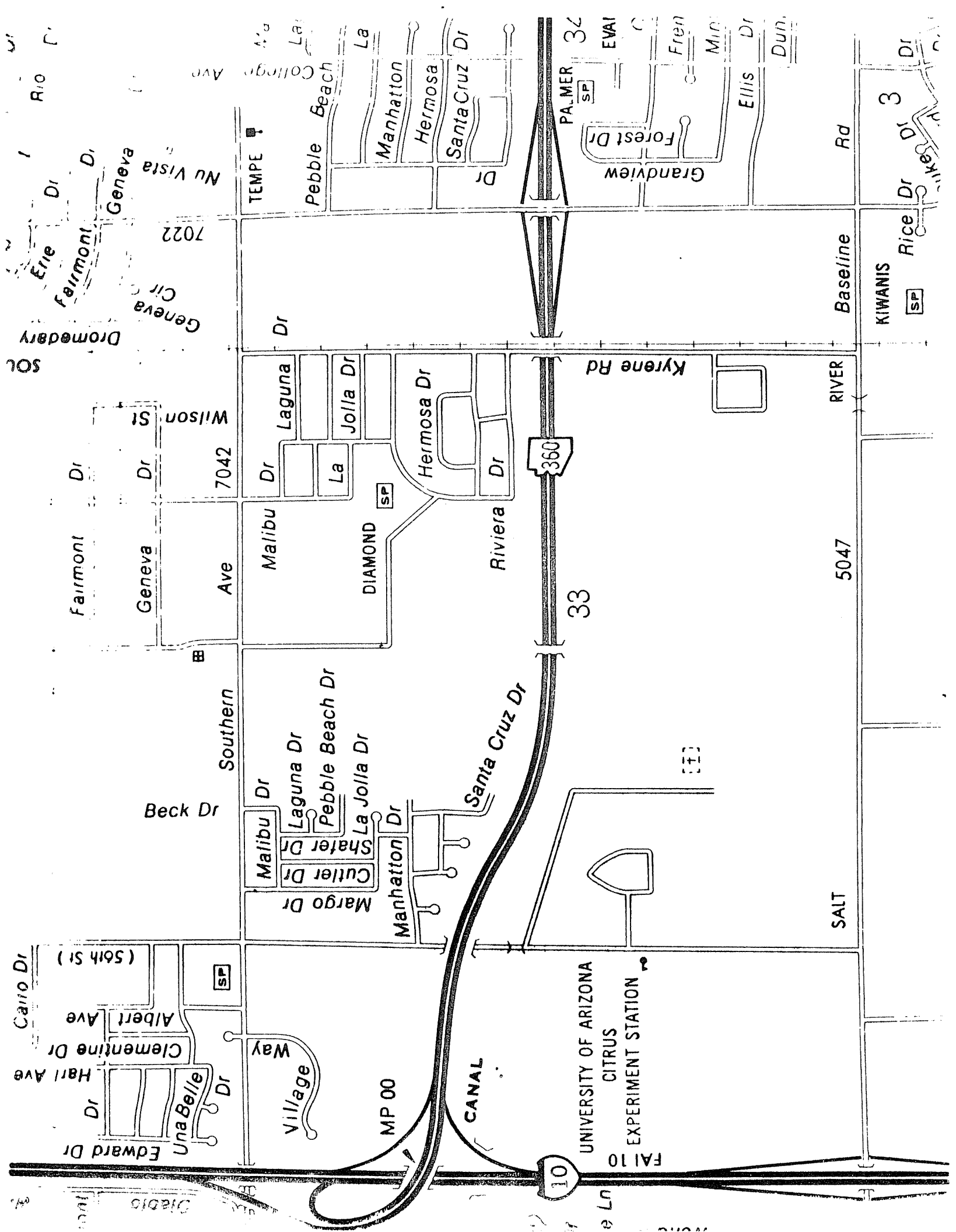
Districts:

- DISTRICT NO 2
- DISTRICT NO 3
- DISTRICT NO 4
- DISTRICT NO 5
- DISTRICT NO 6
- DISTRICT NO 7
- DISTRICT NO 8
- DISTRICT NO 9
- DISTRICT NO 10
- DISTRICT NO 11
- DISTRICT NO 12
- DISTRICT NO 13
- DISTRICT NO 14
- DISTRICT NO 15
- DISTRICT NO 16
- DISTRICT NO 17
- DISTRICT NO 18
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- DISTRICT NO 38
- DISTRICT NO 39
- DISTRICT NO 40
- DISTRICT NO 41
- DISTRICT NO 42
- DISTRICT NO 43
- DISTRICT NO 44
- DISTRICT NO 45
- DISTRICT NO 46
- DISTRICT NO 47
- DISTRICT NO 48
- DISTRICT NO 49
- DISTRICT NO 50

Other Labels:

- TEMPE DRAINAGE
- TEMPE CITY LIMITS
- ALAMEDA WAY
- 7021 PRIEST DR
- MP 154
- Fiesta Dr
- 21st St
- 17th St
- 16th St
- 15th St
- 14th St
- 13th St
- 12th St
- 11th St
- 10th St
- 9th St
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- 6th St
- 5th St
- 4th St
- 3rd St
- 2nd St
- 1st St
- 0th St





Edward Dr
Una Belle Dr
Clementine Dr
Harl Ave
Albert Ave
(56th St)
Cairo Dr

Fairmont Dr
Geneva Dr
Wilson St
7042 Ave

Geneva Cir
Dromedary
Nu Vista
7022

Village Way

Manhattan Dr
Margo Dr
Cutler Dr
Shater Dr
Malibu Dr
La Jolla Dr
Pebble Beach Dr
Laguna Dr

Malibu Dr
La Jolla Dr
Laguna Dr
Hermosa Dr
Riviera Dr
DIAMOND SP

Manhattan Dr
Hermosa Dr
Santa Cruz Dr
Pebble Beach Dr
TEMPE

CANAL

Santa Cruz Dr

10

360

33

PALMER SP 32

UNIVERSITY OF ARIZONA
CITRUS
EXPERIMENT STATION

Kyrene Rd

Grandview Dr
Forest Dr
Ellis Dr
Dun Dr

SALT

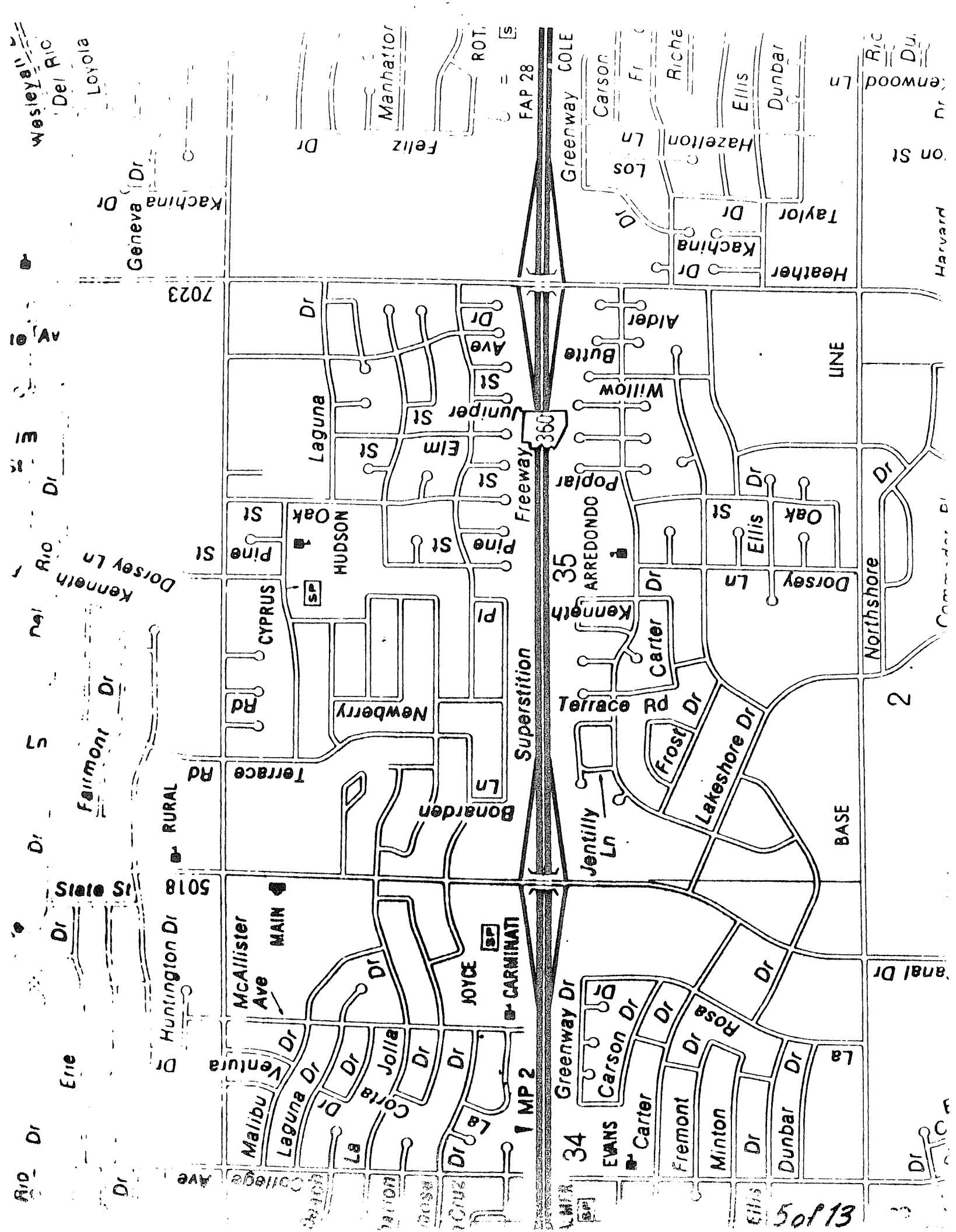
5047

RIVER

Baseline Rd

KIWANIS SP

Rice Dr
3



Wesleyan Dr
Del Rio
Loyola

7023
Kachina Dr
Geneva Dr

Manhattan
Feliz Dr
ROT
FAP 28

Greenway Cole
Carson
F
Riche
Ellis
Dunbar

Heather Dr
Kachina Dr
Taylor Dr

Wesleyan Dr
Del Rio
Loyola

7023
Kachina Dr
Geneva Dr

Manhattan
Feliz Dr
ROT
FAP 28

Greenway Cole
Carson
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Dunbar

Heather Dr
Kachina Dr
Taylor Dr

Wesleyan Dr
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FAP 28

Greenway Cole
Carson
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Heather Dr
Kachina Dr
Taylor Dr

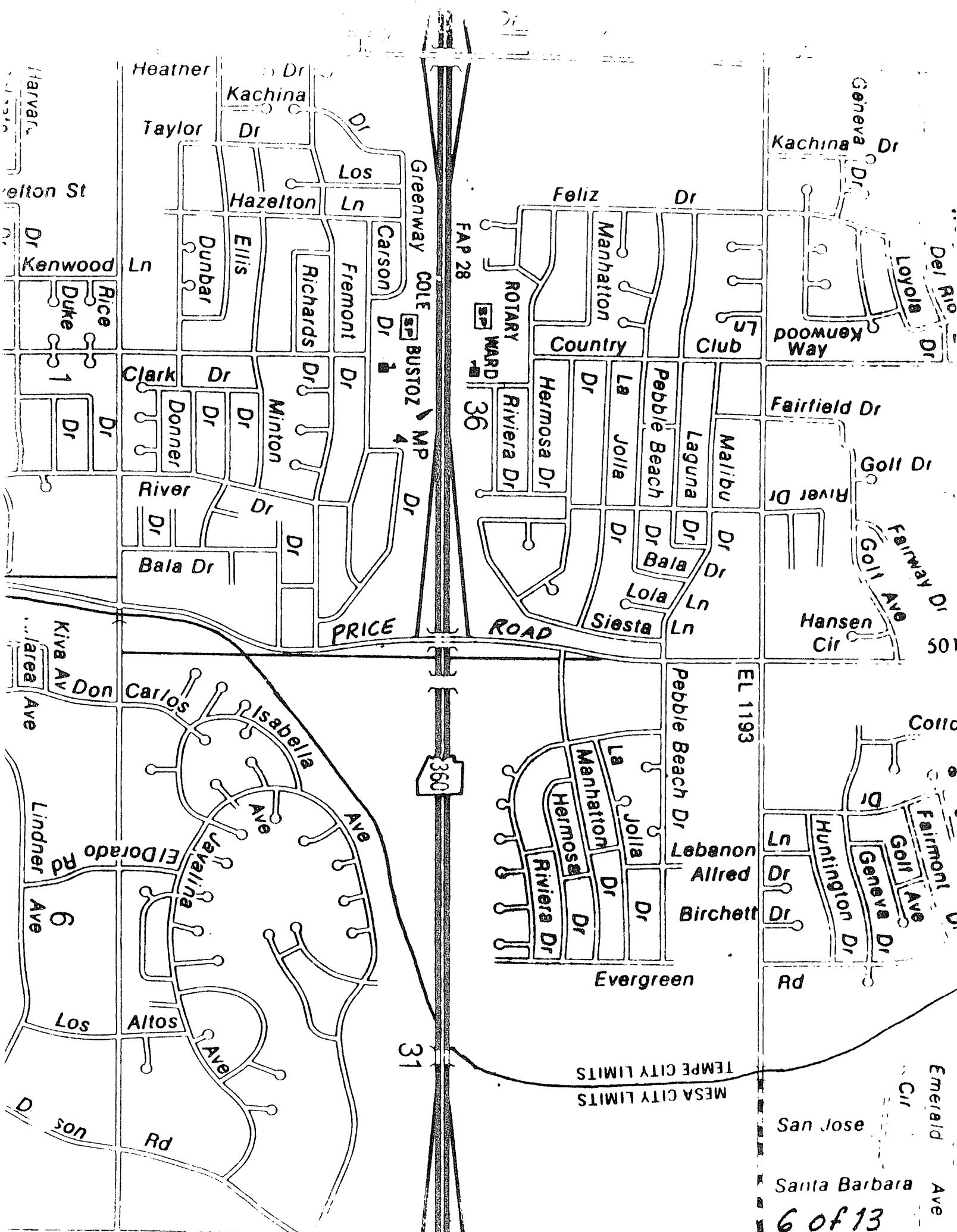
Wesleyan Dr
Del Rio
Loyola

7023
Kachina Dr
Geneva Dr

Manhattan
Feliz Dr
ROT
FAP 28

Greenway Cole
Carson
F
Riche
Ellis
Dunbar

Heather Dr
Kachina Dr
Taylor Dr



Heatner Dr
Taylor Dr
Kachina Dr
Los Ln
Hazelton Ln
Ellis Ln
Dunbar Ln
Richards Dr
Fremont Dr
Carson Dr
Greenway COLE
FAP 28
ROTARY WARD
Country Club Ln
Manhattan Dr
Feliz Dr
Kachina Dr
Loyola Dr
Del Rio Dr
Kenwood Way
Fairfield Dr
Golf Dr
River Dr
Fairway Dr
Hansen Cir
Golf Ave
501
Pebble Beach Dr
La Jolla Dr
Hermosa Dr
Riviera Dr
Siesta Ln
Lola Ln
Bala Dr
Laguna Dr
Malibu Dr
Pebble Beach Dr
Lebanon Allred Birchett Rd
Huntington Dr
Geneva Dr
Fairmont Dr
Cotton Ave
Emerald Ave
San Jose
Santa Barbara
6 of 13
PRICE ROAD
360
31
MESA CITY LIMITS
TEMPE CITY LIMITS
Don Carlos Ave
Isabella Ave
Javayna Ave
Altos Ave
Los Rd
Lindner Rd
Kiva Ave
Don Carlos Ave
Lindner Rd
6
Son Rd
Huntington Dr
Geneva Dr
Fairmont Dr
Cotton Ave
Emerald Ave
San Jose
Santa Barbara
6 of 13

PARK

COAX

CABLE

FAI 10

(54th Pl)

(55th St)

(55th Pl)

FRANK

Magdalena

St

Pl

St

Church St

MAR CO CLINIC

Encinas

Naranjo St

Mexico

St

57th

57th

58th

Ble

GUADALUPE

Pop 4,285
(1975)

Diaz St

Canaea St

Blanca

Andrada St

Carmen St

GUADALUPE

Priest Rd

LATERAL

HIGHLINE

SOUTH

LIMITS

CITY

PHOENIX

EPNG CO PIPELINE

Pima Freeway

10

ELLIOT

ROAD

St

Cheyenne

Dr

51st

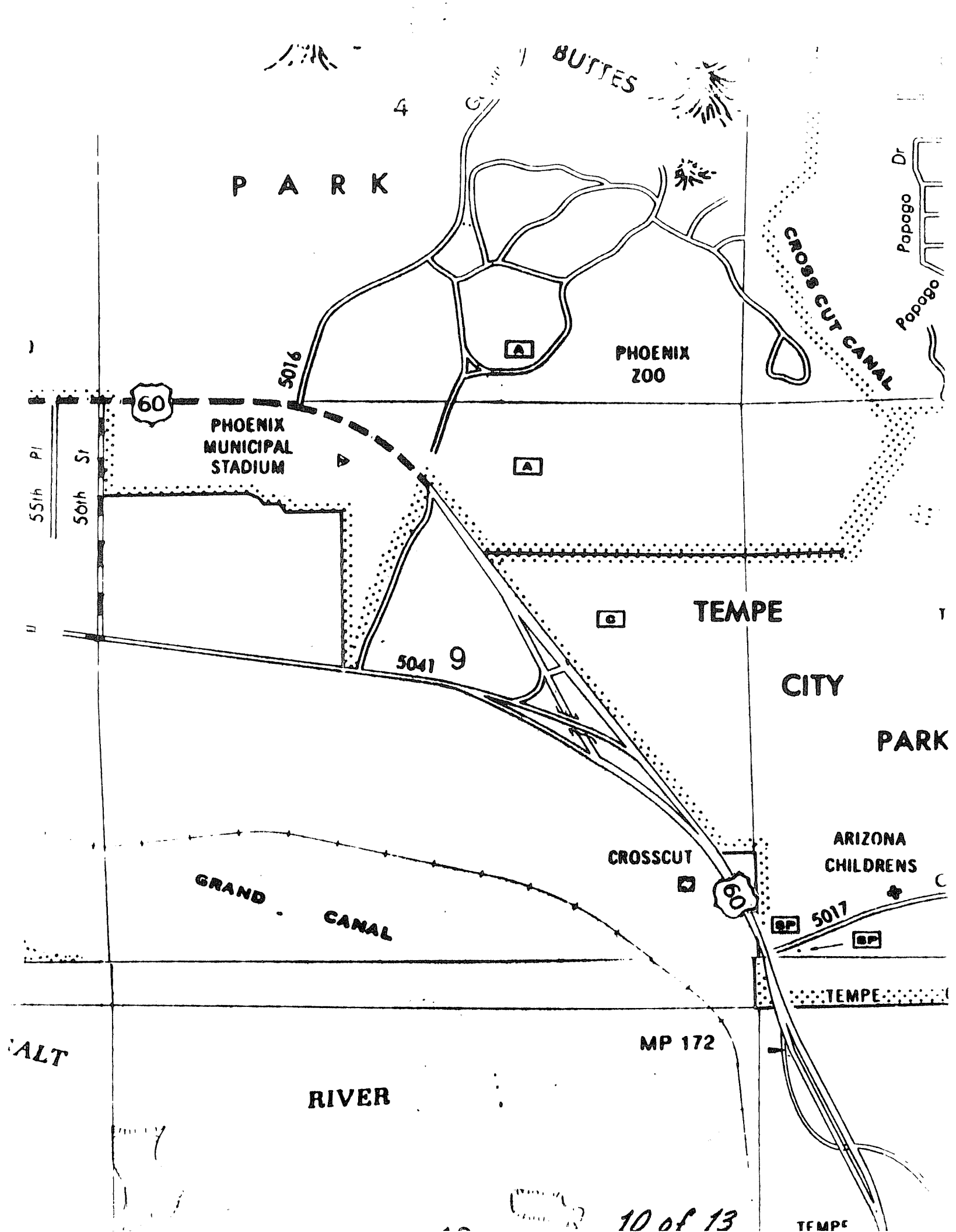
Lake Point Cir

MP 158

Rd

17876





P A R K

BUTTES

PHOENIX ZOO

PHOENIX MUNICIPAL STADIUM

TEMPE

CITY

PARK

ARIZONA CHILDRENS

GRAND CANAL

CROSSCUT

TEMPE

RIVER

MP 172

55th Pl

50th St

Papago Dr
Papago

CROSS CUT CANAL

5041 9

5016

5017

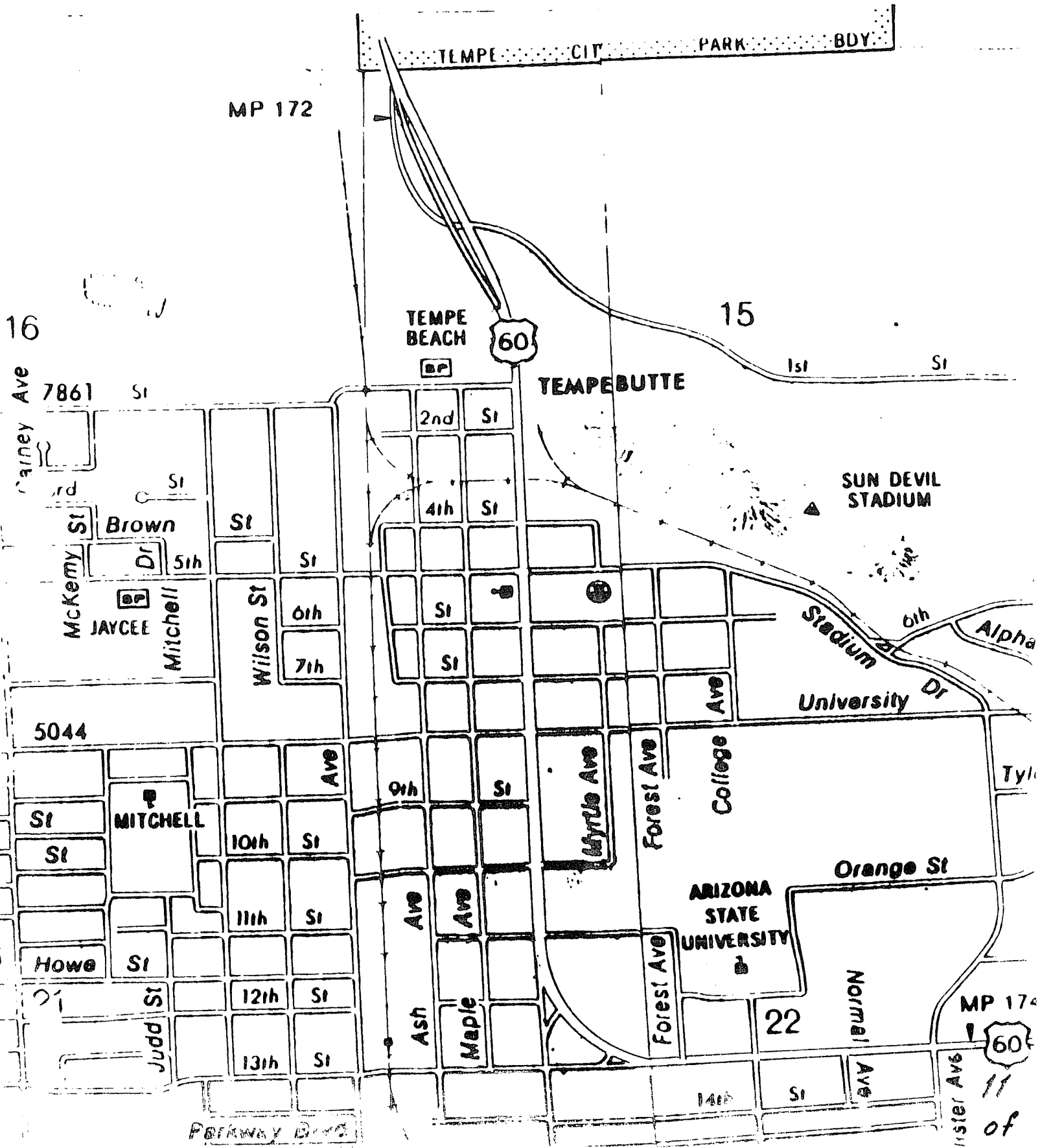
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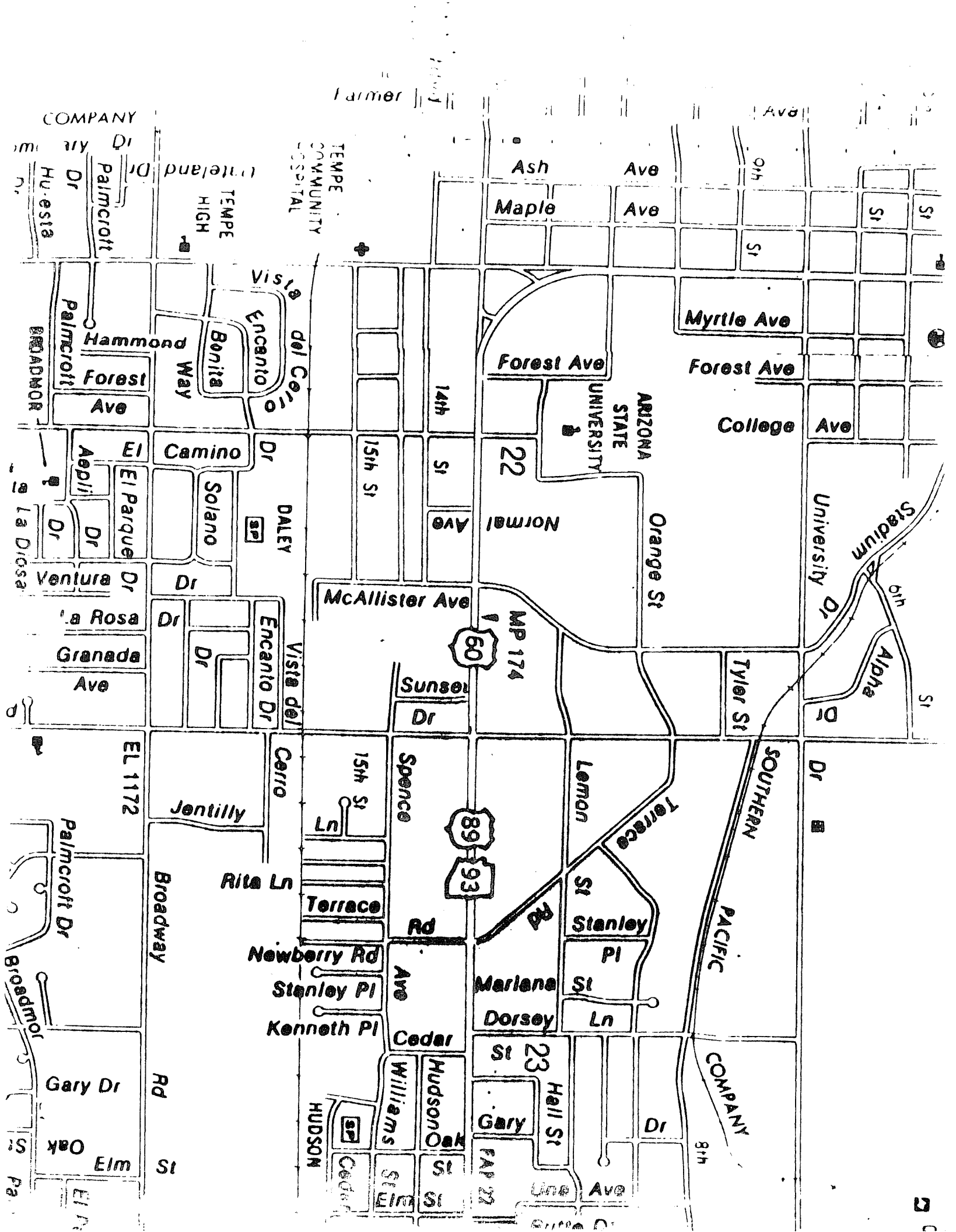
R. 4 E.

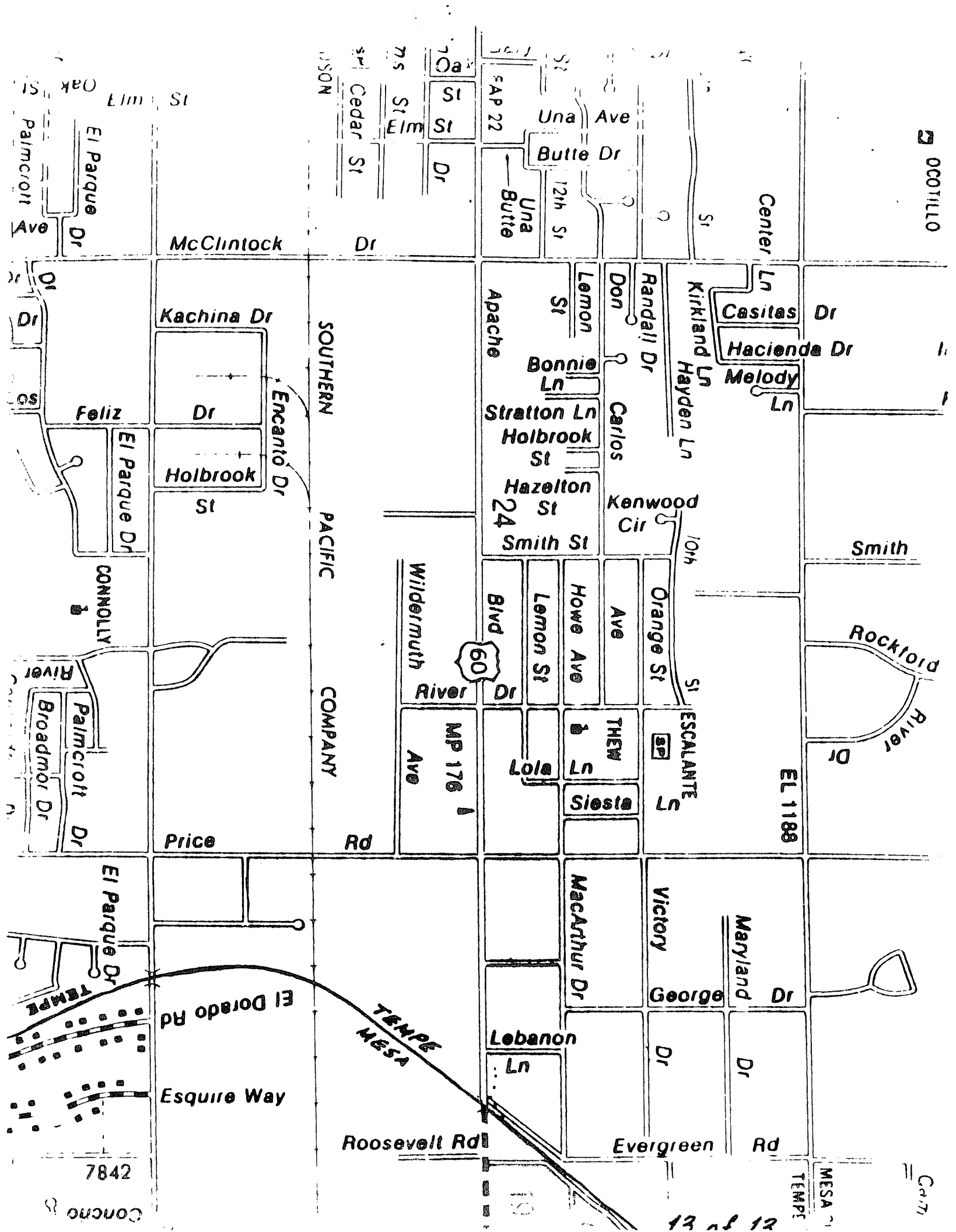
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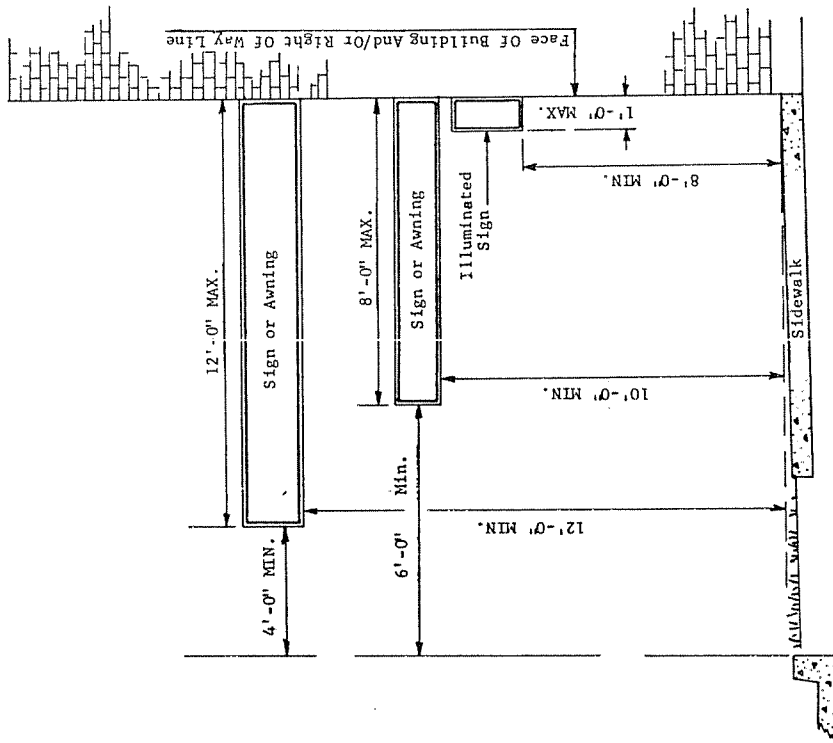






GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Rural Highway rights of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "Stop", "Slowdown", etc. or signs similar in shape or color to official traffic signs are not permitted.
4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way areas.



PERMIT NEEDED

Exhibit " E'

DESIGN APPROVED	ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION STANDARD PLANS	REV/DATE
APPROVED FOR DISTRIBUTION	PERMIT REGULATIONS FOR SIGNS AND AWNINGS	PLAN NO. 22-5505-7/77 100% COMPLETE 22-5505

APPROVAL OF TEMPE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the ARIZONA DEPARTMENT OF TRANSPORTATION, and the CITY OF TEMPE, and declare the agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the City, to enter into said agreement.

DATED this 15th day of May, 1979.

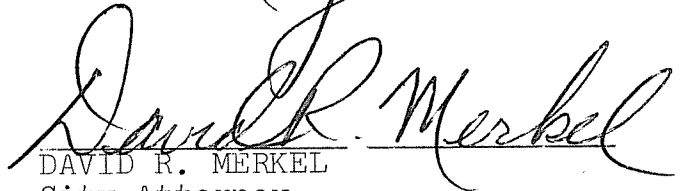

DAVID R. MERKEL
City Attorney

Exhibit "F"



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 81-57, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 11th day of February, 1981.

ROBERT K. CORBIN
Attorney General

Albert M. Meyer
Assistant Attorney General
Transportation Division